

ORIGINAL

STATE OF ILLINOIS

T04-0044

ILLINOIS COMMERCE COMMISSION

STIPULATED AGREEMENT NO. 1086

This agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission ("Commission"), the Indiana Rail Road Company, hereinafter referred to as "Company", Lamotte Road District, in Crawford County, Illinois, hereinafter referred to as "Road District/County", and the State of Illinois, Department of Transportation, hereinafter referred to as "Department".

WITNESSETH:

WHEREAS, it has come to the attention of the Commission through informal correspondence that inquiry should be made into the matter of improving public safety at the 1725E/TR 286A highway-rail grade crossing of the Company's track located in Lamotte Road District, Crawford County, Illinois, designated as crossing AAR/DOT 292 552U, milepost 124.0-X; and

WHEREAS, proper investigation has been made of the circumstances surrounding the aforesaid crossing by a representative of the Commission's Transportation Division Railroad Section; and

WHEREAS, the physical aspects, including geometrics of the intersection, train movements, vehicular traffic volume, and sight distances and other pertinent data relating to the crossing have been obtained and shown on Exhibit A, attached to the Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish the proposed improvements upon a determination of the Commission by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the Commission enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that in the interest of the statewide traveling public the Grade Crossing Protection Fund of the Motor Fuel Tax Law be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 All improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

DOCKETED

Section 2 The parties are of the opinion that the proper improvements in the interest of public safety at the aforesaid crossing should be:

- (a) The installation of automatic flashing light signals and gates controlled by motion detection circuitry.
- (b) The installation of temporary STOP signs (if ordered) at the 1725E/TR 286A crossing within 30 days of receipt of a Commission Order for the installation of new automatic warning devices.
- (c) The reconstruction of the existing crossing surface in order to meet the requirements of 92 Illinois Administrative Code Part 1535.203.
- (d) The reconstruction of the highway approaches, in order to meet the requirements of 92 Illinois Administrative Code, Part 1535.204, and as depicted on the proposed plan in Exhibit C.

Section 3 The Company has prepared detailed plans and an estimate of cost to accomplish the proposed improvement, which it may be required to perform; the estimate of cost and the general layout plan are attached hereto (Exhibit B) for the approval of the Commission and the Department.

Section 4 The Road District/County has prepared estimates of cost and plans (attached as Exhibit C) to accomplish the proposed improvements, which it may be required to perform.

Section 5 The Company and the Road District/County shall upon Order, according to the requirements contained therein, proceed toward the completion of the proposed improvements, accomplishing the work with its own forces or appropriate contracted services and agrees that an appropriate time for the completion of the proposed improvements should be twelve (12) months, from the date of Commission Order subsequent to this Agreement.

Section 6 The parties hereto agree that an equitable division of cost for the proposed improvements should be

- (a) The cost to complete the work outlined in Section 2 (a) is estimated to be \$130,387. The Grade Crossing Protection Fund should pay 90% of the actual installation cost, not to exceed \$117,348. The Road District/County should pay 5% of the actual cost, not to exceed \$6,519. The Company should pay all remaining installation costs as well as all future operating and maintenance costs.
- (b) The Company should pay 100% of the cost to install and maintain temporary STOP signs (if ordered) at the subject crossing.
- (c) The cost for installation of a new crossing surface is estimated to be \$85,492.

The Company should be responsible for 100% of the cost to replace the existing 32' crossing surface, and the Road District/County should be responsible for 100% of the cost for the additional width of crossing surface that will be necessary due to a wider roadway. However, the total cost for the new crossing surface may be divided among the parties and others through a separate agreement.

- (d) The cost for the reconstructed highway approaches, and other TR 286A roadwork as depicted on Exhibit C, should be the responsibility of the Road District/County, but may be divided among the parties and others through a separate agreement.

- COST DIVISION -

Work Item	Est. Cost	GCPF	Company	Road District/County
Install new automatic flashing light signals and gates.	\$130,387	\$117,348 ¹	Remainder ²	\$6,519 ³
Install temporary STOP signs	No Estimate	--	\$100% ²	--
Install new 32' Crossing Surface	No Estimate	--	\$100% ^{2, 6}	--
Install additional crossing surface length	No Estimate	--	--	\$100% ^{4, 6}
Repair highway approaches	No Estimate	--	--	\$100% ^{5, 6}

Notes:

- ¹ GCPF assistance should not to exceed \$117,348 for the installation of new automatic warning devices.
- ² Company should pay all remaining installation costs, after payment from the GCPF and the Road District/County, as well as all future operating and maintenance costs.
- ³ The Road District/County participation should not exceed \$6,519 for the installation of new automatic warning devices.
- ⁴ The Road District/County should pay 100% of the cost for the additional crossing surface length, required to accommodate the wider road section.
- ⁵ The Road District/County should pay 100% of the cost to repair the existing highway approach grades to meet the minimum requirements of 92 Illinois Administrative Code 1535.
- ⁶ The total cost of crossing surface, and/or approach and other associated road work may be divided among the parties and others through a separate agreement.

Section 7 The Road District/County is financially able and willing to bear an equitable portion of the cost for the proposed improvements as may be assigned by the Order and indicates this intent by Resolution attached as Exhibit D.

Section 8 Special Provisions: Public Act 93-0604 (effective November 21, 2003), which amends 18c-7401 (Safety Requirements for Track, Facilities, and Equipment) of the Illinois Commercial Transportation Law, requires installation of temporary STOP signs whenever the Commission authorizes the installation of automatic flashing light signals and gates at public highway-rail grade crossings. The temporary STOP signs shall remain in place until the luminous flashing signal or crossing gate devices have been installed. The rail carrier is responsible for the cost of the installation and subsequent maintenance of any required temporary STOP signs.

The Company shall furnish a written statement with the Director of Processing and Information, of the Commission's Transportation Bureau, indicating that the temporary STOP signs have been installed at the 1725E/TR 286A grade crossing, if ordered.

The Company and the Road District/County shall, at six (6) month intervals from the date of Commission Order subsequent to this Agreement, submit to the Director of Processing and Information, Transportation Bureau of the Commission, a written report stating the progress it has made toward completion of the work herein required. Each progress report shall include the Commission Order number, the Order date, the project completion date as noted in the Order, crossing information (inventory number and railroad milepost), type of improvement, and the name, title, mailing address, phone number, facsimile number, and electronic mailing address of Company and the Road District/County employee responsible for management of the project.

All bills for expenditures authorized for reimbursement from the Grade Crossing Protection Fund shall be submitted to the Fiscal Control Unit of the Illinois Department of Transportation's Bureau of Local Roads and Streets, Illinois Department of Transportation,

Processing and Information, Transportation Division of the Commission. The final bill for expenditures from each party shall be clearly marked "Final Bill". All bills shall be submitted no later than twenty-four (24) months from the date of Commission Order subsequent to this Agreement. The Department shall, at the end of the 24th month from the Commission Order date, de-obligate all residual funds accountable for installation cost for this project.

Section 9 This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the Commission shall enter an appropriate order, within 60 days accepting or rejecting such stipulation according to the provisions contained herein.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated herein.

Executed by the Commission this 2nd day of **March**, 2004.

A handwritten signature in black ink, appearing to read "M. E. Stead", written over a horizontal line.

Michael E. Stead
Rail Safety Program Administrator

Attest:

A handwritten signature in black ink, appearing to read "Richard A. Daniels", written over a horizontal line.

Richard A. Daniels
Railroad Safety Specialist

Illinois Commerce Commission Stipulated Agreement No. **1086** concerning improvements at the 1725E/TR 286A highway/rail grade crossing of the Indiana Rail Road Company track near Palestine, Crawford County, Illinois, designated as crossing AAR/DOT # 292 552U, Milepost 124.0-X.

Executed by the Lamotte this 25 day of March 2004.
(Twp./Road District)

LAMOTTE ROAD DISTRICT

By: Dave Lachemond

RECEIVED
MAR 30 2004

Illinois Commerce Comm.....
RAIL SAFETY SECTION

Attest:

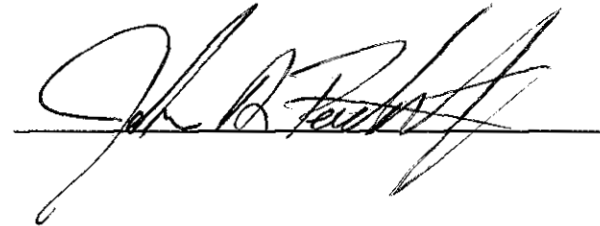
Emery Walden

Illinois Commerce Commission Stipulated Agreement No. **1086** concerning improvements at the 1725E/TR 286A highway/rail grade crossing of the Indiana Rail Road Company track near Palestine, Crawford County, Illinois, designated as crossing AAR/DOT # 292 552U, Milepost 124.0-X.

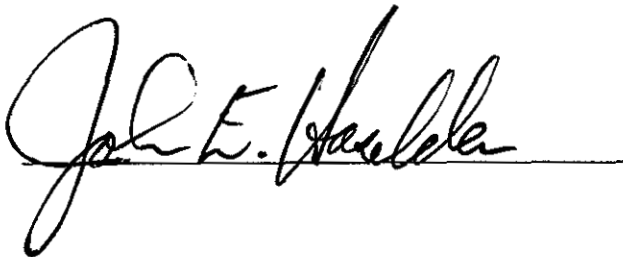
Executed by the Company this 21st day of April 2004.

INDIANA RAIL ROAD COMPANY

By:

A handwritten signature in black ink, appearing to read "John B. Fendley", written over a horizontal line.

Attest:

A handwritten signature in black ink, appearing to read "John E. Hauler", written over a horizontal line.

Illinois Commerce Commission Stipulated Agreement No. **1086** concerning improvements at the 1725E/TR 286A highway/rail grade crossing of the Indiana Rail Road Company track near Palestine, Crawford County, Illinois, designated as crossing AAR/DOT # 292 552U, Milepost 124.0-X.

Executed by the Department this 11th day of May 2004.

STATE OF ILLINOIS

DEPARTMENT OF TRANSPORTATION

By: Victor A. Modere
Director of Highways

**ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT
CROSSING DATA FORM****GENERAL INFORMATION:** See Location Sketch

RAILROAD	Indiana Railroad (INRD)
USDOT#, MILEPOST/LINE	292 552U, 124.0/X
STREET, CITY, COUNTY	1725E/TR 286A, near Palestine, Crawford County
JURISDICTION (RDWY)	Local
LOCATION	Rural, commercial
STREET SURFACE	Chip seal; 19'; fair condition

CROSSING DATA: See Location Sketch for roadway profile and track centers

TRACK (W-E or N-S)	SURFACE TYPE	SURFACE WIDTH	SURFACE CONDITION
W-E	Full depth timber	32'	Will be replaced

ROADWAY DATA: See Location Sketch

INTERSECTING ROADS:	IL 33 is 40' to the north (CL track to south edge pavement)
TRAFFIC CONTROL	Stop sign
ADT & SPEED	300@30 mph unposted
TRAFFIC TYPE	Passenger, possible School Busses and Hazardous Materials
ADVANCE WARNING	yes
PAVEMENT MARKING	No

RAILROAD DATA: See Location Sketch

FREIGHT TRAFFIC	8 freight Per day @ 30 MPH, Day & Night
PASSENGER TRAFFIC	N/A
WARNING DEVICES	Crossbucks

NOTES:

VISIBILITY STUDY: See Location Sketch

Train Speed	40	MPH
Roadway Speed	30	MPH
Required Stopping Sight Distance (SSD)		
Along Roadway	222	FEET
Along Tracks	396	FEET
Required Clearing Sight Distance (CSD) (Along Tracks)	960	FEET

Distances calculated per American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets, 2001, Fourth Edition.

QUADRANT	CSD (FT)	OBSTRUCTION	SSD (FT)	OBSTRUCTION
NE	>960		ok	
NW	>960		ok	
SE	>960		45	Trees, building
SW	>960		ok	

*Note: Automatic flashing light signals and gates eliminate the need to satisfy minimum Sight Distance criteria.

APPROACH GRADES: See Location Sketch

DIRECTION: NORTH			DIRECTION: SOUTH		
DISTANCE (FT)	ELEVATION (FT)	GRADE (%)	DISTANCE (FT)	ELEVATION (FT)	GRADE (%)
25	98.1	7.6	25	99.6	1.6
50	97.9	0.8	50	98.8	3.2

Distance measured from outermost rail.

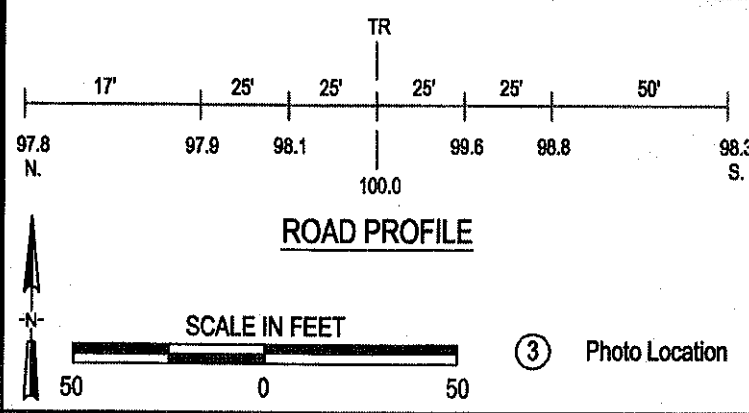
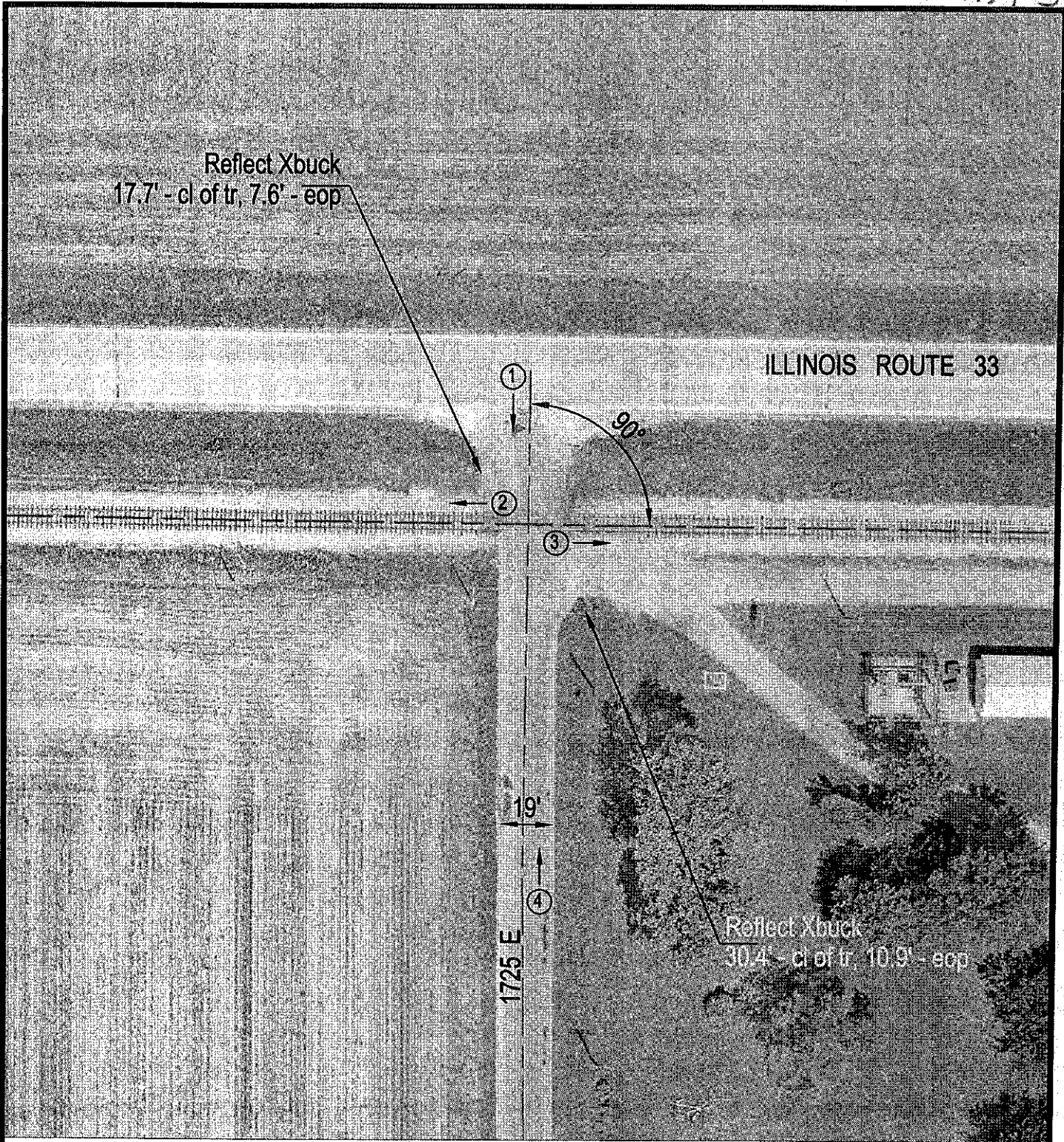
COMMENTS:

This project is part of an Illinois Economic Development Program (EDP) funded project regarding a new ethanol production plant that is now under construction on TR286A, and in very near proximity to the subject railroad crossing. An agreement between IDOT, Crawford County, and Lamotte Road District, was executed on June 6, 2003, regarding the project. The project consists of reconstructing 810' of TR286A, and 1500' of IL 33. The work on IL 33 includes turn lanes, medians, an elevation change so that the approach grade to the subject crossing meets 1535.204, and other features that will accommodate the high volume of corn delivery truck traffic over the crossing to the new ethanol plant.

Indiana Railroad's detailed estimate for automatic flashing light signals and gates is \$130,387. The projected 10-year AADT is 725, consisting of 30 single-axle trucks, 175 multi-axle trucks, and 525 passenger units. The new longer crossing surface will be paid for by a combination of participants, including the railroad, the EDP, IDOT, and possibly others.

A new spur track will be constructed 150' to the south of the existing main track. This track will be privately owned and operated by the ethanol plant, Lincolnland Agri-Energy, LLC. This business will construct the spur, install crossbucks, and build the approaches as per Section 1535 of the Illinois Administrative Code. Lincolnland Agri-Energy, LLC has agreed to provide flagmen protection for the one corn train delivery per day (total of 2 trips across the road per day at 0-10 MPH).

See Page Three for a Location Sketch (Aerial Photo) of the crossing.



Crossing #: 292552U

Location: Crawford Co., City of Palestine (N)

Lat/Long: 39°00'26" / 87°37'36"

Railroad: INRD

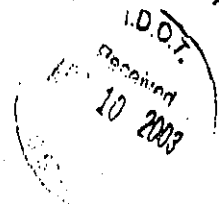
Street: 1725E

Railroad Milepost: 124.00

Crossing Protection: Signs

③ Photo Location

Exh A, p 4

AGREEMENT

THIS AGREEMENT is entered into this 6th day of June, 2003 A.D. by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, Crawford County and Lamotte Road District, hereinafter called the COUNTY AND ROAD DISTRICT.

WITNESSETH

WHEREAS, the parties hereto, in order to facilitate the free flow of traffic and insure safety to the motoring public are desirous of constructing approximately 810 lineal feet of TR 286A from IL Rt. 33 Southerly 0.154 miles and approximately 1500 lineal feet of IL Route 33 (Section Number 02-03120-00-PV and State Job Number C-97-096-02 for construction and D-97-041-02 for engineering) and hereinafter referred to as the PROJECT.

WHEREAS, the parties hereto are desirous of said PROJECT in the same will be of immediate benefit to COUNTY AND ROAD DISTRICT residents and permanent in nature; and

WHEREAS, the STATE and COUNTY AND ROAD DISTRICT wish to avail themselves of certain funds appropriated from Economic Development funds to the Department of Transportation for this PROJECT.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. It is mutually agreed by and between the parties hereto that the estimate cost of the Improvement is as follows:

Construction Costs	1,215,725
Design Engineering	117,050
Construction Engineering	<u>117,050</u>
Total	1,449,825

2. The County is the lead agency and is responsible for the preparation of plans proposed and bidding of the project.
3. It is mutually agreed that the PROJECT will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies, and procedures.

4. The COUNTY will certify to the STATE that all necessary right-of-way has been obtained (if right-of-way is required) or that no additional right-of-way is required prior to the COUNTY advertising for bids for the PROJECT.
5. Upon approval of the final plans and specifications by the STATE and the COUNTY AND ROAD DISTRICT, the COUNTY agrees to accept bids and award the contract for construction of the proposed improvements after receipt of a satisfactory bid and after concurrence in the award has been received for the STATE and provided, or cause to be provided, all of the initial funding necessary to complete the project subject to partial reimbursement by the STATE as hereinafter specified.
6. The COUNTY shall maintain, for a minimum of three years after the completion of the project, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the project shall be available for review and audit by the Auditor General and other STATE auditors and the COUNTY agrees to cooperate fully with any audit conducted by the Auditor General and other State Auditors and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under this Agreement for which adequate books, records, and supporting documentation are now available to support their purported disbursement.
7. The STATE will pay the COUNTY, 95% of its share of the construction costs upon the award of the construction contract and receipt of billing from the COUNTY. The remaining 5% will be paid to the COUNTY upon receipt of the final pay estimates. The STATE will reimburse the COUNTY for the STATE's share of the Preliminary and Construction Engineering on the basis of periodic billings provided said billings contain sufficient cost information and includes orders of payment by the COUNTY.
8. The STATE agrees to provide material inspection and testing at sources normally visited by STATE inspectors.
9. The STATE's obligations hereunder must be suspended, without penalty of further payment being required, in any year for which the General Assembly of the STATE OF ILLINOIS fails to make an appropriation or re-appropriation to pay such obligations. The STATE will seek appropriation or re-appropriation sufficient to meet the obligations of this Agreement, and shall give the COUNTY AND ROAD DISTRICT notice of any suspension of obligations as soon as practicable after the STATE

becomes aware of the failure of funding. Upon reinstatement of funding from whatever lawful source available, the obligations of the STATE hereunder will recommence without need of executing a new Agreement.

10. The COUNTY AND ROAD DISTRICT agrees to pass a resolution clearly defining the limits of the proposed 80,000 pound truck along with identifying the class of truck route. A copy of said ordinance is attached hereto as Exhibit "B" and made part hereof. Such truck route shall be properly signed in accordance with the Illinois Manual on Uniform Traffic Control Devices.
11. The ROAD DISTRICT agrees to retain jurisdiction and to maintain or cause to be maintained, in a manner satisfactory to the STATE, the completed improvement.
12. The STATE agrees to reimburse the COUNTY, as indicated below, of the actual Preliminary and Construction Engineering and Construction Costs. The funding for this project is Economic Development Program Funds, State and Local. The costs breakdown based on the estimated costs are as follows:

Section	Economic Development Program 1/	Lump Sum 80,000 lb. Truck Access Rd. 2/	Balance Road District 3/	Total
Construction on State ROW	804,275	0	0	804,275
Construction off State ROW	205,725	24,205	181,520	411,450
Design Engr.	58,525	0	58,525	117,050
Construction Engr.	58,525	0	58,525	117,050
Total	1,127,050	24,205	298,570	1,449,825

- 1/ The STATE will reimburse the COUNTY for 100 percent of the construction on state right-of-way and 50 percent of the construction and engineering off state right-of-way subject to a maximum of \$1,127,050.
- 2/ Lump Sum \$24,205.00 - 80,000 lb. Truck Access Road Funds, to be considered as a portion of the COUNTY share.
- 3/ Any remaining balance shall be the responsibility of the ROAD DISTRICT in the event the 80,000 Truck Access Road Funds and/or the Economic Development Funds are not sufficient to cover the project costs.

Since the improvement includes 0.307 lane miles of roadway and intersection that are eligible for funding under the STATE 80,000 Pound Truck Access Road Program, there is available a lump sum amount of \$24,205.00 to be applied solely to construction costs. The truck access funds are to be considered part of the COUNTY contribution towards the project, and will be reimbursed by the STATE to the COUNTY upon the award of the construction contract and receipt of billing from the COUNTY.

13. The COUNTY AND ROAD DISTRICT has passed a road improvement statement appropriating sufficient funds to pay its share of the cost of this improvement, a copy of which is attached hereto as Exhibit "A" and made a part hereof.
14. "All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application."
15. The Agreement and the covenants contained herein shall be null and void in the event the initial contract covering the construction work contemplated herein is not awarded by December 31, 2004.
16. The Agreement shall be binding upon and insure to the benefit of the parties hereto, their successors and assigns. - Addendum BSG w/f

COUNTY OF CRAWFORD

By: Joe Bliss
County Board Chairperson

ROAD DISTRICT OF LAMOTTE

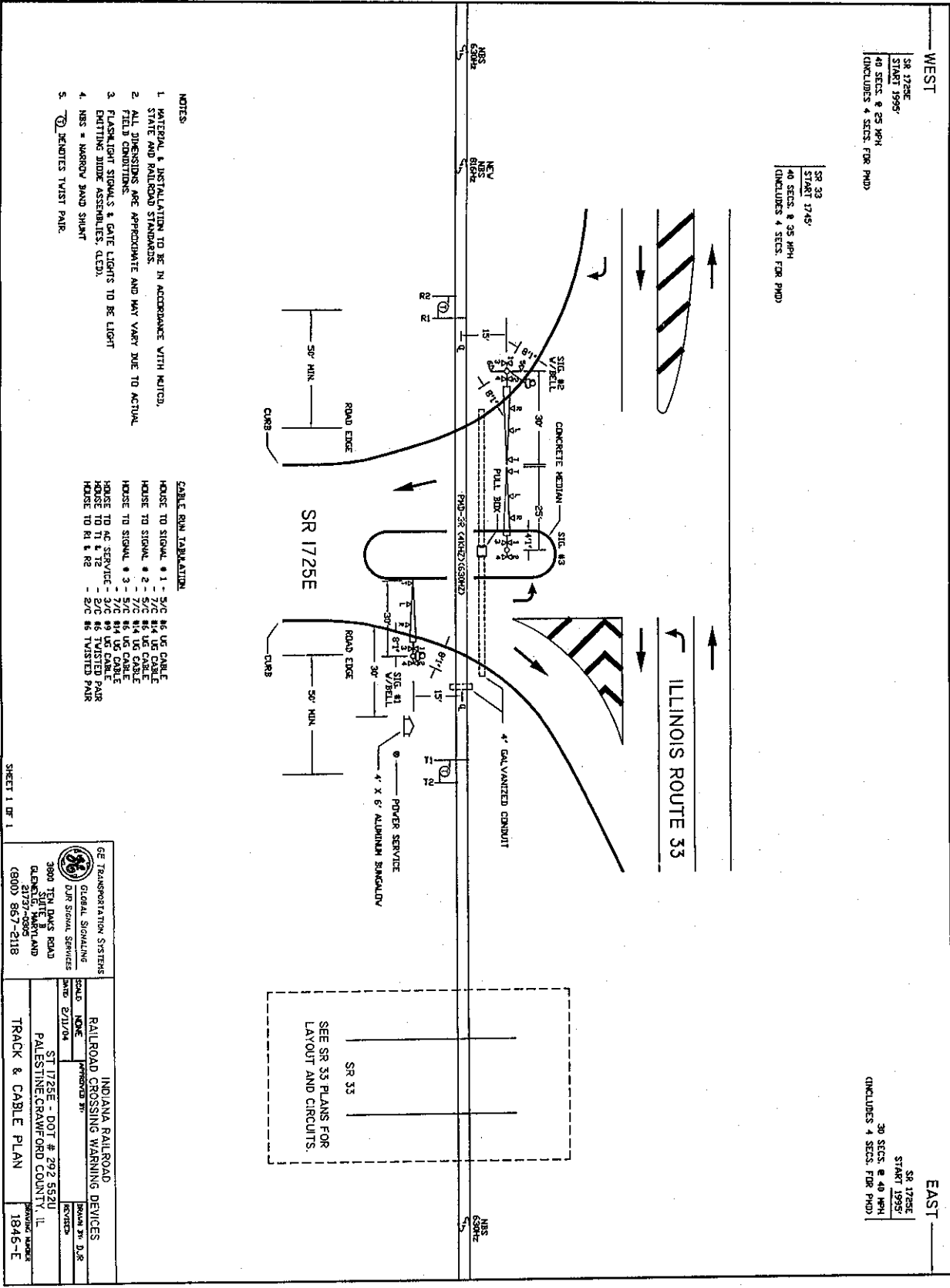
By: Amey Walker
Road District Commissioner

STATE OF ILLINOIS
DEPT OF TRANSPORTATION

By: V. A. Madala
Director of Highways

6/6 20 03

THE STATE OF ILLINOIS	
By the Department of Transportation	
By	<u>[Signature]</u> Secretary
By	<u>[Signature]</u> Director - Finance & Administration
By	<u>[Signature]</u> Chief Counsel



WEST

SR 1725E
START 1995'
40 SECS. @ 23 MPH
INCLUDES 4 SECS. FOR PMD

SR 33
START 1745'
40 SECS. @ 35 MPH
INCLUDES 4 SECS. FOR PMD

EAST

SR 1725E
START 1995'
30 SECS. @ 40 MPH
INCLUDES 4 SECS. FOR PMD

NOTES

1. MATERIAL & INSTALLATION TO BE IN ACCORDANCE WITH MUTCD, STATE AND RAILROAD STANDARDS.
2. ALL DIMENSIONS ARE APPROXIMATE AND MAY VARY DUE TO ACTUAL FIELD CONDITIONS.
3. FLASHLIGHT SIGNALS & GATE LIGHTS TO BE LIGHT EMISSION DIODE ASSEMBLIES, QLED.
4. MNS = NARROW BAND SHUNT
5. @ DENOTES TWIST PAIR

CABLE RUN TABULATION

HOUSE TO SIGNAL #1 - 5/C @ 86 UG CABLE
HOUSE TO SIGNAL #2 - 5/C @ 86 UG CABLE
HOUSE TO SIGNAL #3 - 5/C @ 86 UG CABLE
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HOUSE TO SIGNAL #10 - 5/C @ 86 UG CABLE
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HOUSE TO SIGNAL #99 - 5/C @ 86 UG CABLE
HOUSE TO SIGNAL #100 - 5/C @ 86 UG CABLE

		INDIANA RAILROAD RAILROAD CROSSING WARNING DEVICES PALESTINE, CRAWFORD COUNTY, IL 1846-E	
3800 TEN DAWG ROAD PALESTINE, IL 60462 (800) 867-2118		SR 1725E - DOT # 292 552U PALESTINE, CRAWFORD COUNTY, IL 1846-E	
GE TRANSPORTATION SYSTEMS GLOBAL SIGNALING CIR SIGNAL SERVICES DATE: 6/11/04 DRAWN BY: J.B.E. REVIEWED:		TRACK & CABLE PLAN	

Contact Person John Cummings
The Indiana Rail Road Company
PO Box 145
Switz City, IN 47465
812.659.9123 Ext 3465
E-Mail: John.Cummings@inrd.com

Exh B, p 2

State of Illinois

THE INDIANA RAIL ROAD COMPANY
ESTIMATE / SUMMARY SHEET

PROJECT Lincolnland		RR Acct #: 136
IL DOT File #:		
Railroad Mile Post: 124.00		
USDOT/AAR #: 292 552 U		
STREET or ROAD : 286 A		
NEAREST CITY OR TOWN: Palestine		
COUNTY: Crawford		
TOWNSHIP: Lamotte		
ITEM DESCRIPTION		ESTIMATE OF February 16, 2004
Based on 60 day construction		
SURFACE	TOTAL EST., CONTRACTOR (Railworks)	See Attached \$ 83,766.79
	P.E., RR	\$ 250.00
	C.E., RR	
	DRAINAGE	
	MATERIAL	
	MTL TRANSP., RR	
	EQUIPMENT, RR	
	LABOR, RR	
	FLAGGING, RR	\$ 1,200.00
	CONST SUPRVSN, RR	
	PROJECT MANAGEMENT, RR	\$ 150.00
	MEALS & LODGING, RR	\$ 125.00
	MISC: TFC CONTROL	
	CROSSING SECURITY	
	SURFACE SUB TOTALS	\$ 85,491.79
	CONTINGENCIES	
SURFACE TOTALS	\$ 85,491.79	
SIGNALS	TOTAL EST., CONTRACTOR (Harmon Industries)*	See Attached \$ 129,437.00
	P.E., RAILROAD	\$ 250.00
	C.E., RAILROAD	
	MATERIAL, AFLS, RR	
	MTL, S, I, & T (5%)	
	ELECTRIC UTILITY INSTALLATION	\$ 200.00
	EQUIPMENT, OWNED	
	EQUIPMENT, RENTED	
	LABOR	
	FLAGGING, RR	\$ 350.00
	MEALS & LODGING	
	CONST SUPERVISION, RR	
	PROJ. MANAGEMENT, RR	\$ 150.00
SIGNALS SUB TOTALS	\$ 130,387.00	
CONTINGENCIES		
SIGS TOTALS	\$ 130,387.00	
PROJECT TOTALS		\$ 215,878.79

ENGINEER'S ESTIMATE & MATERIAL LIST

RAILROAD: INDIANA RAILROAD

LOCATION: ROUTE 1725-E (DOT # 292 552U)
PALESTINE, ILPROJECT: FURNISH AND INSTALL NEW PMD-3R MOTION SYSTEM WITH (3) LED
FLASHLIGHT/GATE ASSEMBLIES, 4' x 6' ALUMINUM HOUSE, 40 MPH TRAIN
SPEED, DOUBLE BOND.

CONTROL MATERIAL

DESCRIPTION	SUPPLIER	QUANTITY
4' x 6' Aluminum House w/2 doors, terminal board, rubber matting, plug receptacle, relay racks, battery stands, Incandescent house lights, overhead wire chases, 1" insulation, conduit entrance bushings, three 4" x 24" PVC cable entrance pipes & two ground studs	Fab. Metals	1 ea.
PMD 3R with 4khz RSI 250826-BOO	Harmon	1 ea.
MDSA-1 Surge Protector	Harmon	1 ea.
Flasher Relay w/X Pak (A62-673)	GRS	1 ea.
Power Transfer Relay (A62-406)	GRS	1 ea.
PO Rectifier (A62-541)	GRS	1 ea.
MDR Relay (A62-262)	GRS	1 ea.
GPXR Relay (A62-310)	GRS	1 ea.
XGPR Relay (A62-360)	GRS	1 ea.
Relay Plug Board (A62-650)	GRS	5 ea.
Voltage Test Kit (A62-515)	GRS	4 ea.
Highway Crossing Recorder	Harmon	2 ea.
Crossing Data Retriever/Monitor	DJR	1 ea.
Battery Charger - NRS 12/20	NRS	2 ea.
Battery, OL, 240 AH	ELM	12 vt.
Battery, Main 240 AH	ELM	14 vt.
Lighting Transformer MLT 50	Harmon	1 ea.
Power Off Light Assy. (Internal)	Fab. Metals	2 ea.
Indicator Light	Fab. Metals	1 ea.
Fan Assy. W/ Thermostat	Fab. Metals	1 ea.
Surge Prot.SP20-2A w/AC Prot. 701-1	Safetran	1 ea.
Main Breaker	Square D	1 ea.
Breaker, 30A.	Square D	1 ea.
Breaker 10A.	Square D	3 ea.
Resistor, 1.0 Ohm Adjustable	Safetran	5 ea.
Equalizers, Heavy Duty	Safetran	2 ea.
Arresters, Heavy Duty	Safetran	5 ea.
Maintainer Test Switch	GE	1 ea.
Emergency Disarm Switch	Square D	1 ea.
Case Wire #10	Okonite	1 lt.
Case Wire #14	Okonite	1 lt.
Ground Plate	Harmon	1 ea.
Signal Lock	Safetran	2 ea.
Misc. (Tags, Term., Eyes, & Etc.)	"	1 lt.

ENGINEER'S ESTIMATE & MATERIAL LIST (CONT.)

Page 2 of 3

ROUTE 1725-E (DOT # 292 552U)

SIGNAL MATERIAL

DESCRIPTION	SUPPLIER	QUANTITY
48" Gal. Flasher/Gate Found.	Fab. Metals	3 ea.
48" Gal. House Piers	Fab. Metals	4 ea.
Jct. Box Base Flasher/Gate (5" Mast)	Fab. Metals	3 ea.
Aluminum Mast 5" x 16' wo/pinnacle	Harmon	3 ea.
5" Pinnacle	Harmon	1 ea.
3597 Gate Mech. Assy. W/conversion brkt. counterweight kit, cast adapter.	WCH	3 ea.
Gate Arm assy. w/25' alum./fiberglass arm. & 3 ea. LED Lights	WCH	1 ea.
Gate Arm assy. w/30' alum./fiberglass arm. & 3 ea. LED Lights	WCH	2 ea.
12" 1-Way LED FL Assy. (5" Mast Mt.)	Harmon	1 ea.
12" 2-Way LED FL Assy. (5" Mast Mt.)	Harmon	2 ea.
High Wind Bracket	WCH	3 ea.
Gate Keeper	Gen Sigs.	3 ea.
Sign, RR Crossing	Harmon	5 ea.
Sign, "STOP ON RED SIGNAL", High Intensity	Harmon	3 ea.
Bell 10 - 16 volt, Mech.	WCH	2 ea.
Signal Lock	Safetran	4 ea.
Misc. Material		1 lt.

FIELD MATERIAL

DESCRIPTION	SUPPLIER	QUANTITY
5 Cond. #6 UG Cable	Okonite	400 ft.
7 Cond. #14 UG Cable	Okonite	400 ft.
3 Cond. #9 Cable	Okonite	50 ft.
Tw. Pr. #6 Track Wire	Okonite	350 ft.
Pull Box	Harmon	1 ea.
Cadweld Bonds	Erico	200 ea.
Plug Bonds	Erico	200 ea.
Narrow Band Shunts (816 HZ For SR 33)	Harmon	2 ea.
Narrow Band Shunts (630 HZ)	Harmon	2 ea.
Ground Rod 3/4" x 8' & Clamp	Noland	2 ea.
Track Kit, #6 Trk. Wire	DJR	2 ea.
4" Galvanized Conduit (under Tracks)	Noland	10 ft.
4" Galvanized Conduit (under Road)	Noland	100 ft.
Dress Stone, Seed & Mulch	NA	1 lt.
Power Service 110V 60AMP Min. per RR Standards	Local	1 ea.
Signal Lock	Safetran	1 ea.
AAR/DOT Stencil for Case & AAR/DOT Tags for Masts	S&B	2 ea.
Pavement Marking & Advance Warning Signs (W10-1)	BY OTHERS	
Misc. Field Material		1 lt.

ENGINEER'S ESTIMATE & MATERIAL LIST (CONT.)
ROUTE 1725-E (DOT # 292 552U)

Page 3 of 3

ESTIMATE SUMMARY

SURVEY, ENGINEERING, PLANS & SPECIFICATIONS	\$	1,500.00
MATERIAL (FOB JOB SITE)	\$	99,718.00
FACTORY WIRING OF EQUIPMENT HOUSE	\$	3,200.00
INSTALLATION LABOR	\$	19,925.00
INSTALLATION EQUIPMENT	\$	2,584.00
TESTING	\$	965.00
MISCELLANEOUS EXPENSE	\$	1,545.00
PROJECT TOTAL*	\$	129,437.00

* PLUS SALES TAX, IF APPLICABLE AND DOES NOT
INCLUDE POWER COMPANY CHARGES, IF ANY.

THE INDIANA RAIL ROAD COMPANY

FORCE ACCOUNT ESTIMATE LINE ITEM UNIT PRICES

01/19/04

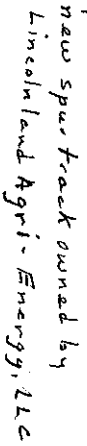
AAR/DOT# 292 552U

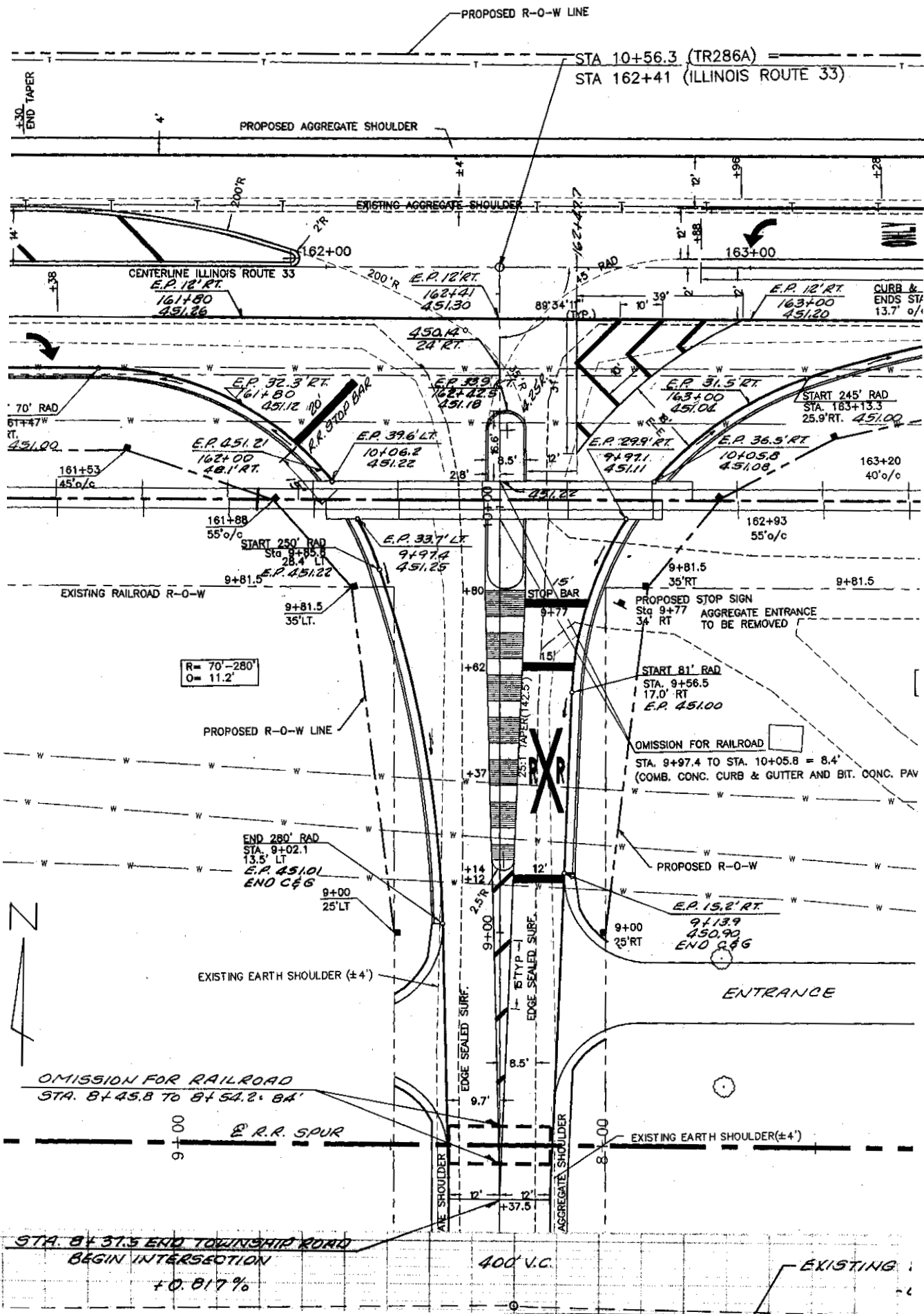
GRADE CROSSING IMPROVEMENTS - TOWNSHIP ROAD 286A, AT PALESTINE, IL

ITEM NO.		EST. QUAN.	UNIT	UNIT PRICE	TOTAL	QUAN. USED	TOTAL	PREVIOUS BILLED	DUE THIS ESTIMATE
1	PRELIMINARY ENGINEERING	1	LS	\$ 500.00	\$ 500.00	0	\$ -	\$ -	\$ -
2	CONSTRUCTION ENGINEERING	1	LS	\$1,200.00	\$ 1,200.00	0	\$ -	\$ -	\$ -
3	CONSTRUCTION MANAGER	1	LS	\$ 900.00	\$ 900.00	0	\$ -	\$ -	\$ -
4	SAW CUT EXISTING ASPHALT	44	LF	\$ 12.85	\$ 565.40	0	\$ -	\$ -	\$ -
5	REMOVE EXISTING CROSSING SURFACE	32	TF	\$ 19.50	\$ 624.00	0	\$ -	\$ -	\$ -
6	REMOVE EXISTING RAIL AND OTM	156	TF	\$ 9.75	\$ 1,521.00	0	\$ -	\$ -	\$ -
7	REMOVE/DISPOSE EXISTING SUB-GRADE	89	TF	\$ 29.75	\$ 2,647.75	0	\$ -	\$ -	\$ -
8	DRAINAGE FILTER FABRIC 89'X15'	150	SYS	\$ 3.70	\$ 555.00	0	\$ -	\$ -	\$ -
9	SUB-BALLAST 89'X14'X8"	60	TON	\$ 19.50	\$ 1,170.00	0	\$ -	\$ -	\$ -
10	DRAIN PIPE - 6" PERF, CMP	200	LF	\$ 12.86	\$ 2,572.00	0	\$ -	\$ -	\$ -
11	45 DEGREE ELBOW - 6" CMP	2	EACH	\$ 65.00	\$ 130.00	0	\$ -	\$ -	\$ -
12	GRANITE BALLAST	120	TON	\$ 53.07	\$ 6,368.40	0	\$ -	\$ -	\$ -
13	LIMESTONE BALLAST	0	TON	\$ 18.75	\$ -	0	\$ -	\$ -	\$ -
14	CROSSING CROSSTIE 7"X9"X9'	47	EACH	\$ 65.20	\$ 3,064.40	0	\$ -	\$ -	\$ -
15	APPROACH CROSSTIE 7"X9" 10'	16	EACH	\$ 69.04	\$ 1,104.64	0	\$ -	\$ -	\$ -
16	APPROACH CROSSTIE 7"X9" 8'6"	30	EACH	\$ 64.26	\$ 1,927.80	0	\$ -	\$ -	\$ -
17	NEW 132# BLANK, PRIME, DOMESTIC	7	EACH	\$1,078.00	\$ 7,546.00	0	\$ -	\$ -	\$ -
18	NEW DOUBLE SHOULDER TIE PLATES 6"	174	EACH	\$ 14.50	\$ 2,523.00	0	\$ -	\$ -	\$ -
19	NEW RAIL ANCHORS 132#	300	EACH	\$ 3.40	\$ 1,020.00	0	\$ -	\$ -	\$ -
20	THERMITE WELDS 132#	5	EACH	\$ 350.00	\$ 1,750.00	0	\$ -	\$ -	\$ -
21	TRACK SPIKES	4	KEG	\$ 85.00	\$ 340.00	0	\$ -	\$ -	\$ -
22	SURFACE, ALIGN & DRESS TRACK	270	TF	\$ 6.90	\$ 1,863.00	0	\$ -	\$ -	\$ -
23	STEEL/RUBBER W/LONGITUDINAL SHIM	69	TF	\$ 398.00	\$ 27,462.00	0	\$ -	\$ -	\$ -
24	MILL ASPHALT PAVEMENT	13	SYS	\$ 24.80	\$ 322.40	0	\$ -	\$ -	\$ -
25	BITUMINOUS ASPHALT	40	TON	\$ 185.00	\$ 7,400.00	0	\$ -	\$ -	\$ -
26	JOB SITE BARRICADES	1	LS	\$2,940.00	\$ 2,940.00	0	\$ -	\$ -	\$ -
27	PROJECT CLEAN-UP	1	LS	\$1,800.00	\$ 1,800.00	0	\$ -	\$ -	\$ -
28	PROJECT INSURANCE	1	LS	\$ 950.00	\$ 950.00	0	\$ -	\$ -	\$ -
29	MOBILIZATION/DEMOBILIZATION	1	LS	\$3,000.00	\$ 3,000.00	0	\$ -	\$ -	\$ -
TOTAL LINE ITEM COSTS					\$ 83,766.79	\$ -	\$ -	\$ -	\$ -

NOTE: 1. THIS ESTIMATE IS BASED ON A TOTAL ROAD CLOSURE WITH ALL DETOUR AND ADVANCED WARNING TRAFFIC CONTROL SIGNS AND BARRICADES BEING FURNISHED AND MAINTAINED BY OTHERS.
 2. ALL UNIT PRICES ARE BASED ON CURRENT MATERIAL PRICES IN EFFECT AS OF THE DATE OF THIS ESTIMATE AND ARE FIRM FOR 90 DAYS.

Exh. C, page 1

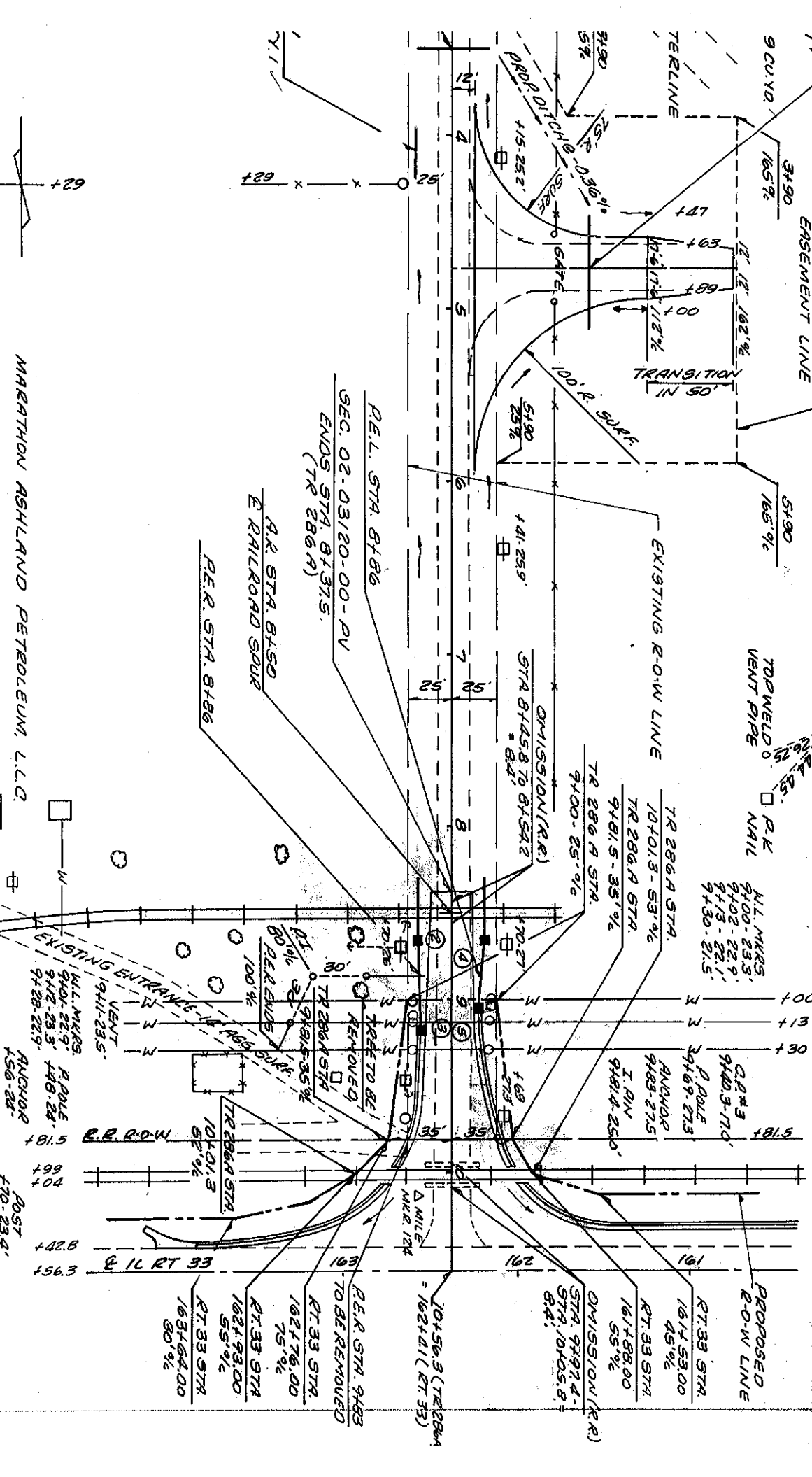




LINCOLN LAND AGRICULTURE, LLC

P.O. BOX 9100

SECTION	TOTAL	SHEET
02-03120-00-PV	13	4
COUNTY	CRAWFORD	
ROAD DIST	LANCOTE	
STA	0+00	TO STA 10+56.3



MARATHON ASHLAND PETROLEUM, L.L.C.

ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT

Date MARCH 25 2004

Agreement # 1086

The La Moine

(Board or Council of Township/ Road District)

meeting on 3/25/04, Resolved to authorize Dave Lachmann Supervisor
(Date) (Name, Office)

to act as its designated agent in the processing of this Stipulated agreement and
that the La Moine is financially willing and able to
(Township/Road District)

bear the cost for the proposed improvements as may be assigned to it according
to Section 6 of this Agreement.